

or entry to private property, or any other property, where such right to access or entry is not otherwise provided by law. If damage is caused by any Cable Operator activity, the Cable Operator shall reimburse the property owner 100% of the cost of the damage or replace the damaged property. For the installation of pedestals or other major construction or installation projects, property owners shall also be notified by mail at least one week in advance. In the case of an emergency, the Cable Operator shall attempt to contact the property owner or legal tenant in person, and shall leave a door hanger notice in the event personal contact is not made.

- iv) The Cable Operator personnel shall clean all areas surrounding any work site and ensure that all cable materials have been disposed of properly.

(4) Services for Customers with Disabilities

- (a) For any customer with a disability, the Cable Operator shall at no charge deliver and pick up converters at customers' homes. In the case of a malfunctioning converter, the technician shall provide another converter, hook it up and ensure that it is working properly, and shall return the defective converter to the Cable Operator.
- (b) The Cable Operator shall provide TDD service with trained operators who can provide every type of assistance rendered by the Cable Operator's customer service representatives for any hearing-impaired customer at no charge.
- (c) The Cable Operator shall provide free use of a remote control unit to mobility-impaired (if disabled, in accordance with Subsection (4) below) customers.
- (d) Any customer with a disability may request the special services described above by providing the Cable Operator with a letter from the customer's physician stating the need, or by making the request to the Cable Operator's installer or service technician, where the need for the special services can be visually confirmed.

(5) Customer Information

****Alternative formats of this document are available upon request.****

- (a) Upon installation, and at any time the customer may request, the Cable Operator shall provide the following information, in clear, concise written form:
 - i) Products and services offered by the Cable Operator, including its channel lineup;
 - ii) The Cable Operator's complete range of service options and the prices for these services;
 - iii) These Standards, with Schedule A, and any other applicable customer service standards;
 - iv) Instruction on the use of cable TV service and on standard VCR hookups;
 - v) The Cable Operator's billing, collection and disconnection policies;
 - vi) Customer privacy requirements;
 - vii) All applicable complaint procedures, including complaint forms and the telephone numbers and mailing addresses of the Cable Operator, the FCC, and the Franchising Authority to whom the complaints should be addressed;
 - viii) Use and availability of A/B switches;
 - ix) Use and availability of parental control/lock out device;
 - x) Special services for customers with disabilities;
 - xi) Days, times of operation, and locations of the service centers.
- (b) Copies of all notices provided to the customer shall be filed (by fax acceptable) concurrently with the Franchising Authority and the Consortium.
- (c) The Cable Operator shall provide customers with written notification of any change in rates, programming, or channel positions, at least thirty (30) days before the effective date of change.

****Alternative formats of this document are available upon request.****

- (d) All officers, agents, and employees of the Cable Operator or its contractors or subcontractors who are in personal contact with cable customers shall wear on their outer clothing identification cards bearing their name and photograph as approved by the Franchising Authority. The Cable Operator shall account for all identification cards at all times. Every vehicle of the Cable Operator shall be clearly visually identified to the public as working for the Cable Operator. All CSRs shall identify themselves orally to callers immediately following the greeting during each telephone contact with the public. Every vehicle of a subcontractor or contractor shall be labeled with the name of the contractor and further identified as contracting or subcontracting for the Cable Operator.
- (e) Each CSR, technician or employee of the Cable Operator in each contact with a customer shall state the estimated cost of the service, repair, or installation orally prior to delivery of the service or before any work is performed, and shall provide the customer with an oral statement of the total charges before terminating the telephone call or before leaving the location at which the work was performed.

(6) Customer Privacy

- (a) The Cable Operator shall not monitor cable television signals to determine the individual viewing patterns or practices of any customer without prior written consent from that customer, except as otherwise permitted by the applicable Franchise.
- (b) The Cable Operator shall not sell or otherwise make available customer lists or other personally identifiable customer information without prior written customer consent, except as otherwise permitted by the Franchise. The Cable Operator is permitted to disclose such information if such disclosure is necessary to render, or conduct, a legitimate business activity related to a cable service or other service provided by the Cable Operator to its customers.

(7) Safety

The Cable Operator shall install and locate its facilities, cable system, and equipment in compliance with all federal, state, local, and company safety standards, and in such manner as shall not unduly interfere with or endanger persons or property. Whenever the Cable Operator receives notice that an unsafe condition exists with respect to its equipment, the Cable Operator shall investigate such condition immediately, and shall take such measures as are necessary to remove or eliminate any unsafe condition.

****Alternative formats of this document are available upon request.****

(8) Satisfaction Guaranteed

The Cable Operator shall guarantee customer satisfaction for every customer who requests new installation of cable service or adds any additional programming service to the customer's cable subscription. Any such customer who requests disconnection of such service within thirty (30) days from its date of activation shall receive a credit to his/her account in the amount of one month's subscription charge for the service that has been disconnected.

5.45.050 COMPLAINT PROCEDURE

(1) Complaints to the Cable Operator

- (a) The Cable Operator shall establish written procedures for receiving, acting upon, and resolving customer complaints, and crediting customer accounts in accordance with Schedule A: "Credits to Customers", which Schedule is incorporated herein by this reference, and as otherwise provided herein, without intervention by the Franchising Authority and shall publicize such procedures through printed documents at the Cable Operator's sole expense.
- (b) Said written procedures shall prescribe a simple manner in which any customer may submit a complaint by telephone or in writing to the Cable Operator that it has violated any provision of these Customer Service Standards, any terms or conditions of the customer's contract with the Cable Operator, or reasonable business practices.
- (c) At the conclusion of the Cable Operator's investigation of a customer complaint, but in no more than fifteen (15) calendar days after receiving the complaint, the Cable Operator shall notify the customer of the results of its investigation and its proposed action or credit.
- (d) The Cable Operator shall also notify the customer of the customer's right to file a complaint with the Franchising Authority in the event the customer is dissatisfied with the Cable Operator's decision, and shall thoroughly explain the necessary procedures for filing such complaint with the Franchising Authority.
- (e) The Cable Operator shall immediately report all customer complaints that it does not find valid to the Franchising Authority.

****Alternative formats of this document are available upon request.****

- (f) The Cable Operator's complaint procedures shall be filed with and approved by the Franchising Authority prior to implementation.

(2) Security Fund

- (a) Within thirty (30) days of the effective date of these Standards or the effective date of any franchise granted by the Franchising Authority, whichever occurs first, the Cable Operator shall deposit with an escrow agent approved by the Franchising Authority One Hundred Thousand Dollars (\$100,000.00), or, in the sole discretion of the Franchising Authority, such lesser amount as the Franchising Authority deems reasonable to protect subscribers within its jurisdiction. Such amount may, with the approval of the Franchising Authority, be posted jointly for more than one member of the GMCC, and may be administered, and drawn upon, jointly by the GMCC or drawn upon individually by each member. The escrowed funds shall constitute the "Security Fund" for ensuring compliance with these Standards for the benefit of the Franchising Authority. The escrowed funds shall be maintained by the Cable Operator at One Hundred Thousand Dollars (\$100,000.00), or such lesser amount accepted by the Franchising Authority, even if amounts are withdrawn pursuant to any provision of these Standards.
- (b) At any time during the term of this agreement, the Franchising Authority may require the Cable Operator to increase the amount of the Security Fund, if it finds that new risk factors exist which necessitate such an increase.
- (c) The Security Fund shall serve as security for the payment of any penalties, fees, charges or credits as provided for herein and for the performance by the Cable Operator of all its obligations under these Customer Service Standards.
- (d) The rights reserved to the Franchising Authority with respect to the Security Fund are in addition to all other rights of the Franchising Authority, whether reserved by any applicable franchise agreement or authorized by law, and no action, proceeding or exercise of a right with respect to same shall in any way affect, or diminish, any other right the Franchising Authority may otherwise have.

(3) Complaints to the Franchising Authority

- (a) Any customer who is dissatisfied with any proposed decision of the Cable Operator or who has not received a decision within the fifteen (15) day period

****Alternative formats of this document are available upon request.****

as required shall be entitled to have the complaint reviewed by the Franchising Authority.

- (b) The customer may initiate the review either by calling the Franchising Authority or by filing a written complaint together with the Cable Operator's written decision, if any, with the Franchising Authority.
- (c) The customer shall make such filing and notification within twenty (20) days of receipt of the Cable Operator's decision or, if no decision has been provided, within thirty (30) days after filing the original complaint with the Cable Operator.
- (d) If the Franchising Authority decides that further evidence is warranted, the Franchising Authority shall require the Cable Operator and the customer to submit, within ten (10) days of notice thereof, a written statement of the facts and arguments in support of their respective positions.
- (e) The Cable Operator and the customer shall produce any additional evidence, including any reports from the Cable Operator, which the Franchising Authority may deem necessary to an understanding and determination of the complaint.
- (f) The Franchising Authority shall issue a determination within fifteen (15) days after examining the materials submitted, setting forth its basis for the determination.
- (g) The Franchising Authority may extend these time limits for reasonable cause and may intercede and attempt to negotiate an informal resolution.
- (h) If the Franchising Authority determines that the customer's complaint is valid and that the Cable Operator did not provide the complaining customer with the proper solution and/or credit, the Franchising Authority may reverse any decision of the Cable Operator in the matter and/or require the Cable Operator to grant a specific solution as determined by the Franchising Authority in its sole discretion, and/or any credit provided for in these Standards; or the Franchising Authority may provide the customer with the amount of the credit (as set forth in Schedule A) by means of a withdrawal from the Security Fund.

****Alternative formats of this document are available upon request.****

(4) Verification of Compliance

The Cable Operator shall establish its compliance with any or all of the standards required through annual reports that demonstrate said compliance, or as requested by the Franchising Authority.

(5) Overall Quality of Service

The Franchising Authority may evaluate the overall quality of customer service provided by the Cable Operator to customers:

- (a) In conjunction with any performance review provided for in the franchise agreement; and
- (b) At any other time, at its sole discretion, based on the number of customer complaints received by the Cable Operator and the Franchising Authority, and the Cable Operator's response to those complaints.

(6) Non-Compliance with Customer Service Standards

Non-compliance with any provision of these Standards is a violation of these Standards.

(7) Procedure for Remedying Violations

- (a) If the Franchising Authority has reason to believe that the Cable Operator has failed to comply with any of these Standards, or has failed to perform in a timely manner, the Franchising Authority may demand in writing that the Cable Operator remedy the alleged noncompliance. If the alleged noncompliance is denied or not remedied to the satisfaction of the Franchising Authority, the Franchising Authority may opt to follow the following procedure.
- (b) An informal meeting may be held to review the alleged noncompliance. If this meeting does not result in a resolution satisfactory to the Franchising Authority, the Cable Operator may request or the Franchising Authority may require an administrative hearing to determine if the noncompliance occurred. The Cable Operator shall be provided with ten (10) days written notice of the time and the place of the hearing, the allegations of noncompliance and the possible consequences of the noncompliance if substantiated.

****Alternative formats of this document are available upon request.****

- (c) After the administrative hearing, the Franchising Authority shall determine whether the noncompliance has been substantiated. If the noncompliance is substantiated, the Franchising Authority may order the Cable Operator to correct or remedy the noncompliance within thirty (30) days (except where the noncompliance constitutes a material safety hazard) and in the manner and on the terms and conditions that the Franchising Authority establishes, or, in its sole discretion, the Franchising Authority may find a material violation of these Standards.
- (d) If the Franchising Authority determines in its sole discretion that the noncompliance has been substantiated, the Franchising Authority may:
 - i) Impose assessments of One Thousand Dollars (\$1,000.00) per day, to be withdrawn from the Security Fund in addition to any franchise fee until the non-compliance is remedied; and/or
 - ii) Order, after further hearing, such rebates and credits to affected customers as in its sole discretion it deems reasonable and appropriate for degraded or unsatisfactory services that constituted noncompliance with these Standards; and/or
 - iii) In its sole discretion, declare a violation of the franchise agreement, and in such case, the noncompliance shall be a violation of the franchise agreement for the purposes of the franchise agreement, triggering all available obligations and remedies under the franchise agreement; and/or
 - iv) Withhold licenses and permits for work by the Cable Operator or its subcontractors in accordance with applicable law; and/or
 - v) Pursue any other legal or equitable remedy available under any applicable franchise agreement or law.
 - vi) Any assessment or remedy shall not constitute a waiver by the Franchising Authority of any other right or remedy it may have under any applicable franchise agreement or law including any right to recover from the Cable Operator any additional damages, losses, costs, and expenses, including actual attorney's fees that are incurred by the Franchising Authority by reason of, or arise out of noncompliance with these Standards.

5.45.060 MISCELLANEOUS

****Alternative formats of this document are available upon request.****

(1) Severability

Should any section, subsection, paragraph, term, or provision of these Standards be determined to be illegal, invalid, or unconstitutional by any court or agency of competent jurisdiction with regard thereto, such determination shall have no effect on the validity of any other section, subsection, paragraph, term, or provision of these Standards, each of the latter of which shall remain in full force and effect.

(2) Non-Waiver

Failure to enforce any provision of these Standards shall not operate as a waiver of the obligations or responsibilities of the Cable Operator under said provision, or any other provision of these Standards.

Section 3. This ordinance shall take effect thirty (30) days after final publication.

Linda Morton, Mayor

I hereby attest and certify that the within and foregoing Ordinance was introduced and passed on first reading at a regular meeting of the Lakewood City Council on the 8th day of August, 1994; published in full in the Lakewood Sentinel on the 11th day of August, 1994; introduced, read, finally passed and adopted by the City Council on the 22nd day of August, 1994; and signed and approved by the Mayor on the 23rd day of August, 1994.

ATTESTED AND CERTIFIED:

Karen Goldman, City Clerk

Approved as to form:

City Attorney _____ Date _____

****Alternative formats of this document are available upon request.****

Approved as to content:

City Clerk _____	Date _____	City Manager _____	Date _____
Community Resources _____	Date _____	Police Department _____	Date _____
Employee Relations _____	Date _____	Finance _____	Date _____
City Management _____	Date _____	Economic Development _____	Date _____

****Alternative formats of this document are available upon request.****

SCHEDULE A - CREDITS TO CUSTOMERS

STANDARDS OF CUSTOMER SERVICE

MINIMUM COMPENSATION

A. COURTESY

1. All employees of Cable Operator shall be friendly, knowledgeable and helpful in their services. \$5.00 credit to their account.

B. ACCESSIBILITY

1. Cable Operator shall have local telephone access lines available 24 hours a day, 7 days a week. \$5.00 credit to their account.
2. Cable Operator will have dispatchers & technicians on call 24 hrs/day, 7 days/week. \$5.00 credit to their account.
3. Calls are being answered in 30 seconds or less; transfers made within 30 seconds, 90% monthly. \$5.00 credit to their account.
4. Calls receiving busy signals shall not exceed 3% of the total telephone calls. \$5.00 credit to their account.

C. RESPONSIVENESS

1. Guaranteed 7-Day Residential Installation
 - a. Cable Operator shall complete installations requested by customers within 7 business days after the order has been placed. Free installation, or 1 month's basic service, if the fee has been waived for promotional reasons.
 - b. All underground cable drops will be buried no less than 12 in. and no more than one calendar week from the initial installation, or mutual agreement.
2.
 - a. Cable Operator customers wanting installation of cable may chose any 4-hr. time-block for installation. \$5.00 credit to their account.
 - b. Every Cable Operator customer shall be contacted w/in 2 weeks after installation to assure customer satisfaction. \$5.00 credit to their account.
 - c. Cable Operator will have responded to a service request when technician arrives w/in the agreed upon time, notice left if customer is not home. Reschedule within 48 hours. \$5.00 credit to their account.
3. Residential Service Interruptions
 - a. System outages resulting from Cable Operator equipment failure affecting 5 or more customers shall be corrected within 2 hours after the 3rd customer call is received. One day's service for each 24-hour delay.
 - b. All other interruptions resulting from Cable Operator equipment failure shall be corrected end of the next day. One day's service for each 24-hour delay.

****Alternative formats of this document are available upon request.****

- c. Cable Operator shall keep a file, for all service interruptions and requests for service that result in a service call. One day's service for each 24-hour delay.
 - d. All service outages or interruptions beyond the control of Cable Operator shall be corrected within 36 hours. One day's service for each 24-hour delay.
- 4. TV Reception Difficulties
 - a. Cable Operator will provide clear t.v. reception and shall make repairs promptly, and interrupt service only for good cause and for the shortest time possible. One day's free service for each 24-hour delay.
 - b. If a customer experiences poor video or audio reception due to Cable Operator's equipment, Cable Operator will repair the problem no later than the next day, or at customer's convenience. One day's free service for each 24-hour delay.
- 5. Problem Resolution
 - a. Cable Operator customer service reps. will be able to provide credit, waive fees, schedule appointments & change billing cycles. Any difficulties that cannot be resolved by the customer service rep. will be referred to a supervisor who will contact the customer w/in 4 hrs and offer a solution to the problem w/in 48 hrs. \$5.00 credit to their account.
- 6. Billing, Credits and Refunds
 - a. Conversion to Anniversary Billed System. \$5.00 credit to their account.
 - b. Cable Operator shall issue a credit or refund w/in 30 days after determining the customer is entitled to one. \$5.00 credit to their account.
- 7. Respectful Treatment of Customer's Property
 - a. Cable Operator shall replace trees or shrubs damaged from installation. \$10.00 credit plus any additional repairs.
 - b. Cable Operator will restore any damaged property to the same condition it was before damaged. \$10.00 credit plus any additional repairs.
 - c. Cable Operator will give notice to property owners before entering premises, specifying the work to be done. \$10.00 credit plus any additional repairs.
 - d. Cable Operator personnel shall clean up the area surrounding a work site and properly dispose cable materials. \$10.00 credit plus any additional repairs.
- D. **SERVICES FOR CUSTOMERS WITH DISABILITIES**
 - 1. Cable Operator shall provide the following services for customers with disabilities at no additional charge:
 - a. Cable Operator will deliver and pick up converters at the home of customers with disabilities. In the case of a malfunctioning converter, the technician shall replace it w/ a new one. \$5.00 credit to their account.

****Alternative formats of this document are available upon request.****

2. Cable Operator will provide the following services for the hearing-impaired at no additional charge:
 - a. Cable Operator will provide TDD service w/ trained operators who can provide any assistance available. \$5.00 credit to their account.
3. Cable Operator shall provide free use of a remote control unit to mobility-impaired customers. \$5.00 credit to their account.
4. A customer w/ a disability may request the above services by providing Cable Operator w/ a letter from a physician stating their condition, or by making the request to the installer in person. \$5.00 credit to their account.

E. CUSTOMER INFORMATION

1. Upon installation, or at a customer's request, Cable Operator will provide the following information: Provide customer w/ the requested info. and \$5.00 credit to account.
 - a. Products and services offered;
 - b. Complete range of service options & prices;
 - c. Customer service standards;
 - d. Instruction on use of cable TV service & on standard VCR hookups;
 - e. Billing, collection and disconnect policies;
 - f. Customer privacy requirements;
 - g. Complaint procedure, containing the City or the designated agency to whom the complaints should be addressed;
 - h. Use and availability of A/B switch;
 - i. Use and availability of parental control/lock out device;
 - j. Special services for customers with visual, hearing or mobility disabilities;
 - k. Days, time of operation, and locations of the customer service centers.
2. Copies of all notices to Franchising Authority & GMCC. \$5.00 credit to their account.
3. Cable Operator will provide customers w/ written notification of any change in rates, programming, or channels at least 30 days before the date of change. \$5.00 credit to their account.
4. Every employee of Cable Operator in contact with customers will wear an ID card w/ their name & photograph. Every vehicle of Cable Operator will be visually ID'd as working for Cable Operator, C.S.R.'s will identify themselves on the phone. \$5.00 credit to their account.
5. Estimated cost of service & charges before work. \$5.00 credit to their account.

F. CUSTOMER PRIVACY

1. Cable Operator will not monitor cable television signals to determine viewing patterns of a customer w/out prior written customer consent. The customer has the choice of either a check for at least \$100.00, or a credit to their account in the same amount.
2. Cable Operator will not sell or make available customer lists or other personally identifiable customer info, w/out prior written customer consent.

G. SAFETY

****Alternative formats of this document are available upon request.****

1. Cable Operator will install and locate its equipment in compliance with all federal, state, local, and company safety standards, and in such manner that will not interfere with or endanger persons or property.

At least \$25/day for each 24-hr. delay in responding, plus additional rights or causes of action available to the customer.

H. SATISFACTION GUARANTEED

1. Cable Operator will guarantee customer satisfaction for every customer who requests new installation of cable service or adds any additional programming service to his/her cable subscription.

****Alternative formats of this document are available upon request.****

TCI of Colo. Billing Setup

Schedule B - Anniversary Billed Systems*

Cycle	Subscriber	Bill Date	Subscriber Charged	Late Charge	# Of Days of Service Before Late Charge	Bill Mail Date	# Of Days From Date of Bill Receive Before Late Charge
A	22		4/1/94		41	3/3/94	30
A	23		4/1/94		40	3/3/94	30
A	24		4/1/94		38	3/3/94	30
A	25		4/1/94		38	3/3/94	30
A	26		4/1/94		37	3/3/94	30
A	27		4/1/94		38	3/3/94	30
A	28		4/1/94		35	3/3/94	30
A	1		4/1/94		34	3/3/94	30
B	2		4/7/94		36	3/9/94	30
B	3		4/7/94		35	3/9/94	30
B	4		4/7/94		34	3/9/94	30
B	5		4/7/94		33	3/9/94	30
B	6		4/7/94		32	3/9/94	30
B	7		4/7/94		31	3/9/94	30
C	8		4/14/94		37	3/16/94	30
C	9		4/14/94		36	3/16/94	30
C	10		4/14/94		35	3/16/94	30
C	11		4/14/94		34	3/16/94	30
C	12		4/14/94		33	3/16/94	30
C	13		4/14/94		32	3/16/94	30
C	14		4/14/94		31	3/16/94	30
D	15		4/21/94		37	3/23/94	30
D	16		4/21/94		36	3/23/94	30
D	17		4/21/94		35	3/23/94	30
D	18		4/21/94		34	3/23/94	30
D	19		4/21/94		33	3/23/94	30
D	10		4/21/94		32	3/23/94	30
D	21		4/21/94		31	3/23/94	30

* Based on March to April 94 Scheduled Cutoffs

Cycle Billed Systems					
Cycle	Subscriber Bill Date	Subscriber Charged Late Charge	# Of Days of Service Before Late Charge	Bill Mail Date	# Of Days From Date of Bill Receive Before Late Charge
A	5	4/1/94	27	3/4/94	29
B	15	4/12/94	28	3/15/94	29
C	25	4/21/94	26	3/24/94	29

Bill Receive Date is calculated on 3 days from the scheduled cutoff date

"# of days from Date of Service before late charge" is the number of days from the start bill date on the subscriber's statement to their late charge date.



POLICY REPORT NO. 94-13

TO: Mayor and City Council

FROM: Joni Inman, Citizens Outreach Manager

DATE: July 5, 1994

SUBJECT: Cable Customer Service Standards

RECOMMENDATION:

It is recommended that the Mayor and City Council approve the attached ordinance ensuring that cable subscribers and citizens in the City of Lakewood receive high quality service and universal protection from unfair or unprofessional practices.

Ordinance 0-94-42 establishes a new section in the Municipal Code that sets forth customer service standards for any entity providing cable television services in Lakewood. A separate ordinance, 0-94-43 is attached that repeals four sections in Chapter 5.44 of the current Lakewood Municipal Code, that will be replaced by the new, more stringent, ordinance.

BACKGROUND:

The 1992 Cable Act provides local governments broad authority to "Establish and enforce 1) customer service requirements of the cable operator; and 2) (construction requirements." It specifically authorizes the "establishment or enforcement of any municipal law or regulation, or any state law, concerning customer service that imposes customer service requirements that exceed the standards set by the FCC (Federal Communications Commission) . . . or that addresses matters not addressed by the standards set by the Commission.'

In March of 1993, consumer concerns about poor service provided by cable companies prompted the Greater Metro Cable Consortium, of which Lakewood is a member, to review customer service standards throughout the country and begin drafting a set of standards for universal use throughout the GMCC metropolitan area. In July of 1993, TCI of Colorado, currently the only cable provider operating in Lakewood, was presented with the first draft of customer service standards being considered.

The Consortium and TCI (the largest cable provider in the metro area) worked together in discussing and revising the standards through April of this year.

SUMMARY:

✓ FCC customer service standards still apply to local cable providers as well and are included in the standards brought before you today. They cover four major areas: Office hours and telephone availability; Installation, outages and service calls; Billing practices; and Communications between cable operators and subscribers.

✓ Additional requirements in the local customer service standards include such things as: A requirement that customer service representatives be courteous and knowledgeable; cable drops to homes be buried 12 inches deep within one week of installation; cable operators to meet FCC technical standards for television reception; respectful treatment of property for both subscribers and non-subscribers; and a variety of others as outlined in the ordinance itself.


✓ Enforcement procedures are clearly outlined in the ordinance. The key point to the enforcement of the standards is a \$100,000 replenishable security fund to be held by an escrow agent. In the case of noncompliance of the standards the franchising authority can assess the cable company a fine of \$1,000 a day per complaint. Any city within the Greater Metro Cable Consortium may draw from the fund if it determines there is an uncured noncompliance in its jurisdiction.

CONCLUSION:


The proposed Customer Service Standards were compiled and written to meet the needs of citizens throughout the metropolitan area without undue additional burden on the cable operator. Universal standards should be an advantage to cable operators because their centralized customer service centers need only work from one set of standards.

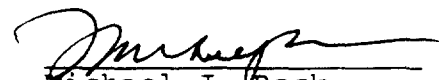
Because these standards are in ordinance form and not as amendments to the TCI franchise agreement with the City of Lakewood, they will be considered binding on any cable operator doing business in the city.

SUBMITTED BY:


Joni Inman
Citizens Outreach Manager

REVIEWED BY:


for Jim Zelenski
Deputy City Manager


Michael J. Rock
City Manager

NATOA SURVEY ON CUSTOMER SERVICE STANDARDS

If possible, please enclose a copy of your standards clearly labelled with:

Jurisdiction Name / Operator Name / Date

Jurisdiction/State CITY OF MANASSAS/VA IN YOUR OWN OPINION.....

Operator(s) Benchmark/Manassas Cable Fund Limited Partnership, d/b/a Cablevision of Manassas, Ltd.

FCC Community Unit Identifier # VA 0398

Name/Title John Cartwright

City Manager

Phone 703-257-8212

Fax 703 335-0042

1. Have you adopted the FCC customer service standards and notified operator of same?

YES ☒ NO

2. Date you adopted the rules?

3. Date they become effective in your franchise?

4. Did you have customer service standards in place prior to the FCC's rules? ☒ YES NO

5. Date implemented? October 1985

6. Implemented during franchise? ☒ YES NO

7. Did they require a franchise modification?

YES NO

8. Implemented during transfer? YES NO

9. Implemented at renewal? YES NO

10. Were these standards different or more stringent than the FCC's rules? YES NO

11. Specific problems your standards addressed?

12. Did you pass different or more stringent rules after the FCC rules came out? YES ☒ NO

13. What date?

14. Franchise modification? YES NO

15. Are these new standards different?

How?

☒ YES NO

16. Are these standards more stringent?

How?

YES ☒ NO

17. Why were they necessary in your community?

18. What sort of evaluation methods are you using to determine compliance? (describe)

No evaluation is taking place; we have not received complaints about Customer Service.

19. Has the operator cooperated in providing necessary or required data?

☒ YES NO

20. Is your operator's compliance with FCC or your rules generally:

☒ GOOD OK BAD

21. Has your operator attempted to pass through costs of complying with the FCC rules? YES ☒ NO

22. Have you seen a decrease in subscriber complaints about service after you adopted FCC customer service rules? YES ☒ NO

23. Did you see a decrease in complaints after you implemented your own rules? YES NO

24. Are there consumer protection laws in your state that you think apply to cable operators or could be applied? ☒ YES NO

Manassas, Virginia Franchise Ordinance granted
to Cablevision of Manassas, Ltd. effective October 30, 1985

SECTION 14. SERVICE STANDARDS

a. Grantee shall put, keep, and maintain all parts of the system in good condition throughout the entire franchise period.

b. Upon termination of service to any subscriber, Grantee shall promptly remove all its facilities and equipment from the premises of such subscriber upon subscriber's request.

c. Grantee shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Such interruptions, insofar as possible, shall be preceded by notice and shall occur during periods of minimum system use.

d. Grantee shall not allow its cable or other operations to interfere with television reception of persons not served by Grantee, nor shall the system interfere with, obstruct or hinder in any manner, the operation of the various utilities serving the residents of the City.

a. Grantee shall continue, through the term of this franchise, to maintain the technical, operational, and maintenance standards and quality of service set forth in this ordinance. Should the City find, by resolution, that Grantee has failed to maintain these standards and quality of service, and should it, by resolution specifically enumerate improvements to be made, Grantee shall make such improvements. Failure to make such improvements within three (3) months of such resolution will constitute a breach of condition for which the remedy of Section 21 is applicable.

NATOA SURVEY ON CUSTOMER SERVICE STANDARDS

SARLAND COUNTY

If possible, please enclose a copy of your standards clearly labelled with:

Jurisdiction Name / Operator Name / Date

Jurisdiction/State MICHIGAN (11 cities)

IN YOUR OWN OPINION.....

Operator(s) TCI

15. Are these new standards different?

How?

YES

NO

FCC Community Unit Identifier # _____

Name/Title Paul Whitey Exec Dir

ICCA

Phone 810 541 0812

16. Are these standards more stringent?

How?

YES

NO

Fax 810 541 3412

1. Have you adopted the FCC customer service standards and notified operator of same?

YES

NO

17. Why were they necessary in your community?

2. Date you adopted the rules?

3. Date they become effective in your franchise?

4. Did you have customer service standards in place prior to the FCC's rules?

YES

NO

5. Date implemented?

6. Implemented during franchise?

YES

NO

unclear question

7. Did they require a franchise modification?

YES

NO

8. Implemented during transfer?

YES

NO

9. Implemented at renewal?

YES

NO

10. Were these standards different or more stringent than the FCC's rules?

YES

NO

18. What sort of evaluation methods are you using to determine compliance? (describe)

11. Specific problems your standards addressed?

19. Has the operator cooperated in providing necessary or required data?

YES

NO

20. Is your operator's compliance with FCC or your rules generally:

GOOD

OK

BAD

21. Has your operator attempted to pass through costs of complying with the FCC rules?

YES

NO

22. Have you seen a decrease in subscriber complaints about service after you adopted FCC customer service rules?

YES

NO

12. Did you pass different or more stringent rules after the FCC rules came out?

YES

NO

23. Did you see a decrease in complaints after you implemented your own rules?

YES

NO

13. What date?

24. Are there consumer protection laws in your state that you think apply to cable operators or could be applied?

YES

NO

14. Franchise modification?

YES

NO

how does this question differ from Q # 7?

ICCA

INTERGOVERNMENTAL CABLE
COMMUNICATIONS AUTHORITY

26815 SCOTIA ROAD
HUNTINGTON WOODS MI 48070
TELEPHONE: 313-541-4300

Consumer Protection Ordinances

All of our cities
adopted the same
one)

attached is a representative
ordinance

ORDINANCE NO. 1993-15

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF ROCHESTER

AN ORDINANCE TO AMEND SECTION 7.15-39 (SUBSCRIBER PRACTICES) OF CHAPTER 7.15 (CABLE COMMUNICATIONS) OF TITLE VII (BUSINESS AND TRADES) OF THE CODE OF THE CITY OF ROCHESTER

THE CITY OF ROCHESTER ORDAINS:

SECTION 7.15-39 CONSUMER PROTECTION.

7.15-39 (1) Customer Service

(A) The Grantee shall maintain a local office or offices which provide the necessary facilities, equipment, and personnel to comply, under normal operating conditions, with the customer service standards set forth in subsections (B) through (G) of this section. For purposes of this section, "normal operating conditions" embrace all conditions which are within the control of the Grantee, including special promotions, pay-per-view events, rate increases, and maintenance or upgrade of the cable system, but excluding conditions outside the Grantee's control, such as, natural disasters, civil disturbances, power outages, telephone network outages, and ~~extreme~~ weather:

(B) On a monthly basis, provide sufficient customer service representatives and toll-free telephone line capacity during normal business hours to assure that a minimum of ninety percent (90%) of all calls will be answered within thirty (30) seconds and ninety percent (90%) of all calls for service will not be required to wait more than thirty (30) seconds after such call has been answered before being connected to a service representative. All incoming customer service lines shall not be simultaneously busy more than three percent (3%) of the total time the cable office is open on any business day.

(C) Staffed emergency toll-free telephone line capacity on a twenty-four (24) hour basis, including weekends and holidays.

(D) Maintenance of an office in the franchise area of the Intergovernmental Cable Communications Authority (hereinafter "the Authority") with adequate office hours to meet public demand. The Authority may require the Grantee to alter or extend these hours if there is significant evidence through subscriber complaints that the posted hours are not adequate.

(E) An emergency system maintenance and repair staff, capable of responding to and repairing system malfunctions on a twenty-four (24) hour basis.

(F) An installation staff, capable of furnishing

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ATTORNEYS AT LAW
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1000 WEST UNIVERSITY DRIVE
ROCHESTER, MICHIGAN 48307
313-651-4114

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interruption. Services may be interrupted between 1:00 a.m. and 5:00 a.m. for routine testing, maintenance and repair, without notification, any night except Friday, Saturday, Sunday, Holidays, or the night preceding a holiday.

B. The Grantee shall maintain a written log, or an equivalent stored in computer memory and capable of access and reproduction in printed form, of all subscriber complaints. Such log shall list the date and time of such complaints, identifying the subscribers and describing the nature of the complaints and when and what actions were taken by the Grantee in response thereto. Such log shall be kept at the Grantee's local office, reflecting the operations to date for a period of at least three (3) years, and shall be available for public inspection during regular business hours. The Grantee shall submit a summary of such complaints monthly to the Authority for its review or a copy thereof if the Authority so requests.

C. For purposes of this section "service interruption" shall mean any loss or distortion of picture and/or sound on one or more channels; "subscriber problem" shall mean a service interruption affecting a single subscriber; "outage" shall mean a service interruption affecting two or more subscribers. Under normal operating conditions as specified in section 7.15-39 above, the Grantee shall maintain a sufficient repair force of competent technicians so as to respond effectively to any subscriber problem or outage within the following time periods, unless the applicable period is extended at the request of the subscriber or extended pursuant to the requirements of any applicable law or regulation:

- (1) Subscriber Problem: "same day" service, seven (7) days a week for all requests for service received prior to 12:00 p.m. (noon) each day. In no event shall the response time for notice received after 12:00 p.m. (noon) exceed twenty-four (24) hours, including weekends and holidays, from the time Grantee receives notice of the problem.
- (2) Outage: within two (2) hours, including weekends and holidays, from the time Grantee discovers or receives notice of the outage.

D. Upon receipt of a request for service, the Grantee shall establish a four (4) hour appointment window with the subscriber (or adult representative of the subscriber). The Grantee shall respond to the request for service within such established appointment window. In the event access to the subscriber's home is not made available to the Grantee's technician when the technician arrives during the established appointment window, the technician shall leave written notification stating the time of arrival and requesting that the Grantee be contacted again to establish a new appointment window. In such case, the required response time for the request for service shall be twenty-four (24) hours from the time the Grantee is contacted to establish the new appointment window.

(1) Notwithstanding the foregoing, if the Grantee's technician telephones the subscriber's home before or during the appointment window and is advised that the technician will not be given access to the subscriber's home during the appointment window, then the technician shall not be obliged to travel to the subscriber's home or to leave the written notification referred to above, and the burden shall again be upon the subscriber (or adult representative of the subscriber) to contact the Grantee to arrange for a new appointment window, in which case the required response time for the request for service shall again be twenty-four (24) hours from the time the Grantee is contacted to establish the new appointment window.

E. Except as otherwise provided in subsection (D) above, the Grantee, under the provisions of this section 7.15-39(2) and section 7.15-39(1), shall be deemed to have responded to a request for service, a subscriber problem, or an outage only when sufficient technicians arrive at the service location, begin work on the request for service or remedial work, as the case may be, and proceed diligently to complete such work.

F. No charge shall be made to the subscriber for any service call unless the problem giving rise to the service request can be demonstrated by the Grantee to have been:

- (1) Caused by subscriber negligence, or
- (2) Caused by malicious destruction of cable equipment, or
- (3) A problem previously established as having been non-cable in origin.

G. All service personnel of the Grantee or its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing their name and photograph. The Grantee shall account for all identification cards at all times. Every service vehicle of the Grantee shall be clearly identifiable by the public as such a vehicle.

7.15-39 (3) Grantee's Billings.

A. The Grantee's bills to its subscribers shall be clear, concise and understandable and shall be itemized as to each charge reflected thereon. The bill and any accompanying communication from the Grantee to its subscribers, and any other communication from the Grantee to its subscribers, shall not contain any false or misleading statement. Such other communication referred to above shall be deemed to be a "report" under all applicable provisions of the Franchise Agreement relating to "reports," including, without limitation, the provisions of subsections (J) and (K) of Section 19 of the Franchise Agreement in effect as of the effective date of this Ordinance.